most strongly against the insurer, yet "if, upon a reasonable construction, it appears that the parties contracted for a forfeiture upon certain conditions, it only remains for the courts to enforce the contract as the parties have made it. It is neither unlawful nor against public policy for a contract of life insurance to stipulate that upon certain conditions the policy shall be void." *Northwestern Mutual Life Ins. Co.* v. *Hazelett,* 105 Ind. 212; *Northwestern Masonic Aid Assn.* v. *Bodurtha,* 23 Ind. App. 121; *Dumas* v. *Northwestern Nat. Ins. Co.,* 12 App. Cas. (D. C.) 245. Nor should a court refine away the terms of a policy which are expressed with sufficient clearness to convey the plain meaning of the parties. *Guarantee Co.* v. *Mechanics',* etc., 183 U. S. 402; *Insurance Co.* v. *Boon,* 95 U. S. 117; *Schroeder* v. *Imperial Ins. Co.,* 132 Cal. 18; *Schuermann* v. *The Dwelling House Ins. Co.,* 161 Ill. 437. In the principal case, the provision was clear, there was no dispute as to its true meaning, and inasmuch as it was intended to give the insurer the opportunity of making an examination of the cause of the death of the insured at a time when the evidences were available, the provision would seem to be a reasonable one, and should have been enforced. Provisions for examination of the insured by a medical examiner of the insurer, or for an autopsy, are reasonable and well calculated for the proper protection of the insurer, and will be enforced provided they are claimed under reasonable circumstances. VANCE ON INSURANCE, 588. In the principal case there was a dispute as to the actual cause of the death of the insured, and if the decision is followed, in such cases the rights of the insuring company may be very seriously prejudiced through a lack of opportunity for adequate inquiry.

INSURANCE—DEATH WHILE IN MILITARY SERVICE.—Decedent's life insurance policy, dated October 20, 1913, contained an exception that "Military or naval service in time of war * * * is a risk not assumed * * * but the legal reserve * * * will be * * * payable in case of death while in such service." He was inducted into the military service in September, 1918, and sent to a California camp. On December 2, 1918, he was granted a leave of absence (or furlough) until midnight. While en route to the Pacific coast on such leave decedent's autocycle collided with an automobile, and he was killed. *Held,* plaintiff could recover face of policy, because the accident "was not a risk of military service." *Atkinson* v. *Indiana Nat. Life Ins. Co.* (Ind. App., 1921), 132 N. E. 263.

Where the language of an insurance policy is ambiguous it will be construed most favorably to the insured. *Manufacturers' Accident Indemnity Co.* v. *Dorgan,* 58 Fed. 956; *Glens Falls Ins. Co.* v. *Michael,* 167 Ind. 659. An exemption clause like that in the principal case is not void as against public policy. *Miller* v. *Illinois Bankers' Life Assn.,* 212 S. W. 310; 3 JOYCE ON INSURANCE, § 2237. In the principal case the court evidently considered *causation,* not *status,* to be the test for the application of the exemption clause. The conflicting cases in point are collected and considered in 18 MICH. L. REV. 686, with the conclusion that most of the cases present no real occasion for construction and that *status* should be the test for liability. Later cases are cited in 19 MICH. L. REV. 443. The most recent cases refus-

ing full payment and accepting *status* as the test are: *Field* v. *Western Life Indemnity Co.* (Texas Civ. App.), 227 S. W. 530 (death by suicide while in A. E. F.); *Railey* v. *United Life & Accident Ins. Co.* (Ga. App.), 106 S. E. 203 (soldier being transported to France, drowned by accidental collision at sea). Recent cases allowing full payment and adopting the *causation* test are: *Boatwright* v. *American Life Ins. Co.* (Iowa), 180 N. W. 321 (sailor died of influenza at naval training station); *Gorder* v. *Lincoln Nat. Life Ins. Co.* (N. D.), 180 N. W. 514 (pneumonia, evidence of increased risk by reason of camp conditions admissible but insufficient in instant case); *Rex Health & Accident Ins Co.* v. *Pettiford* (Ind. App.), 129 N. E. 248 (death from influenza, at Camp Custer); *Farmers Nat. Life Ins. Co. of America* v. *Carman* (Ind. App.), 132 N. E. 697 (death from pneumonia, while in S. A. T. C.). If the war ended on November 11, 1918, it is clear that the principal case is correctly decided. But that fact is not considered. The question was raised in *Slaughter* v. *Protective League Life Ins. Co.* (Mo. App.), 223 S. W. 819, but left undecided.

LANDLORD AND TENANT—LIABILITY OF LESSOR FOR LEASING PREMISES INFECTED WITH HOG CHOLERA.—Defendant leased his farm to plaintiff. Within one month after plaintiff moved on the farm hog cholera broke out among his hogs and many of them died. Plaintiff sued defendant for damages, alleging, but failing to prove, knowledge by defendant that premises were infected, and that he fraudulently concealed that fact when the lease was made. *Held,* in absence of fraud, or any agreement to the effect that the premises may be safely used for the purposes for which they are intended, defendant is not liable for condition of premises. *Kutchera* v. *Graft* (Iowa, 1921), 184 N. W. 297.

This case is unique on the facts. It is, however, analogous to those cases where the letting of infected premises results in the sickness or death of a tenant or some member of his family. The general rule in such cases is that the lessor is liable, on the basis of negligence, if he had actual knowledge that the premises were infected with a contagious disease when let. There is a duty on him to warn the tenant of such a dangerous condition. *Cesar* v. *Karutz,* 60 N. Y. 229; *Minor* v. *Sharon,* 112 Mass. 477; *Cutter* v. *Hamlen,* 147 Mass. 471; SHEARMAN & REDFIELD, NEGLIGENCE, § 709. Recovery on this basis is difficult inasmuch as the plaintiff must prove that the premises were infected, that the defendant knew of the infection, and that the disease was communicated through the premises. Even if the lessor knew that the premises had been infected, if they were thereafter disinfected by one apparently qualified, the lessor is not liable for the sickness of a subsequent lessee's child. *Finney* v. *Steele,* 148 Ala. 197. While the decision in the instant case may very well rest on lack of proof of defendant's knowledge that the premises were infected, the court expressly adopts and applies the general rule that the lessee has no cause of action unless there has been a fraudulent concealment by the lessor, or a warranty that the premises are fit for the purpose intended. This ruling apparently disregards the well-established distinction between patent and latent defects. As to the former,